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Attorney for Plaintiff,
STARWEST TECH INTERNATIONAL, LLC

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

STARWEST TECH
INTERNATIONAL, LLC,
a Nevada limited liability company,

Case No. 2:19-cv-00722-JFW-FFM

ORDER OF JUDGMENT

Plaintiff,

v.

ZOI, INC., a Delaware corporation;
BRYAN LORDEN, an individual;
and DOES 1 through 10, inclusive,

Defendants.

Considering the Stipulation of Facts and Conclusions of Law, jointly executed and filed on behalf of each of the parties in the above-captioned matter, on or about March 11, 2019 ("Joint Stip"), IT IS ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiff STARWEST TECH INTERNATIONAL, LLC, a Nevada limited liability company and against all Defendants, including but not limited to Defendant BRYAN LORDEN, an individual, and Defendant ZOI, INC., a Delaware corporation, on each of the eight (8) causes of action alleged in the Complaint filed in the above-captioned matter, and in addition to the following terms:

1 A. PERMANENT INJUNCTION. The Court permanently enjoins
2 Defendant BRYAN LORDEN, an individual, and Defendant ZOI, INC.,
3 a Delaware corporation, as well as their respective agents, employees,
4 assigns, officers, successors, licensees, and all persons acting in concert
5 or participation with each or any of them (collectively,
6 “DEFENDANTS” (in all capitalized letters)) from:

- 7 i. using the ZOI Marks (which, for purposes of reference, are
8 comprised of certain distinct word marks and/or stylized
9 design marks with the United States Patent and Trademark
10 Office (“USPTO”), with the registration numbers: 4869310,
11 4869311, 5039074, and 5039075 (collectively, the “ZOI
12 Marks”);
- 13 ii. using or otherwise incorporating the name ‘Zoi’ (including any
14 and all derivatives thereof and/or similar variations thereof) in
15 any product, service or other branding and/or advertising
16 activity;
- 17 iii. selling, licensing, distributing, promoting, marketing and/or
18 advertising any product, service or merchandise (a) bearing the
19 ZOI Marks; and/or (b) bearing the name the name ‘Zoi’
20 (including any and all derivatives thereof and/or similar
21 variations thereof);
- 22 iv. using or otherwise incorporating the name ‘Zoi’ (including any
23 and all derivatives thereof and/or similar variations thereof) or
24 the ZOI Marks in the context of any historical reference or
25 association to DEFENDANTS prior business or commercial
26 activity.

1 B. MONETARY DAMAGES. Plaintiff STARWEST TECH
2 INTERNATIONAL, LLC is awarded compensatory damages in the sum
3 certain amount of \$50,000.00 (FIFTY THOUSAND US DOLLARS);
4 awarded a disgorgement of all revenues, earnings, profits, compensation,
5 and benefits obtained by DEFENDANTS as a result of their unlawful
6 business acts or practices; awarded all court costs, costs of collection of
7 the above-referenced amounts and all future monies owed to Plaintiff
8 arising from and/or related to satisfaction of this judgment, along with
9 all prejudgment and postjudgment interest at a rate of 10% per annum.
10 Defendants BRYAN LORDEN, an individual, and ZOI, INC., a
11 Delaware corporation, are jointly and severally liable to Plaintiff for all
12 such damage awards.

13 C. ORDER OF IMPOUND. DEFENDANTS are hereby ordered to, within
14 30 days of the date herein, deliver to Plaintiff for impound all physical
15 and electronic copies of the above-referenced products, advertising
16 and/or marketing materials (a) bearing the ZOI Marks; and/or
17 (b) bearing the name the name 'Zoi' (including any and all derivatives
18 thereof and/or similar variations thereof), including but not limited to all
19 internet web-based and/or social media materials (including websites,
20 domains and all filing to investors and/or the SEC).

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1 IT IS FURTHER ORDERED AND ADJUDGED that (pursuant to §3 of the
2 Joint Stip) Parties are deemed to have forever waived any and all objections to
3 jurisdiction and venue in the above-captioned matter, including personal and subject
4 matter jurisdiction, and the above-captioned court shall retain jurisdiction over all
5 parties and the subject matter herein for all purposes related to and/or arising from
6 this matter, including enforcement of this Order of Judgment.

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9 DATED: March 14, 2019

By: 
UNITED STATES DISTRICT COURT
HONORABLE JOHN F. WALTER